



COUNTY OF LOS ANGELES
Public Health

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September 19, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

GRANT FUNDED TEMPORARY PERSONNEL SERVICES AGREEMENTS
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of Public Health, or his designee, to offer and sign a temporary personnel services Agreement form, substantially similar to Exhibit I, with PHFE Management Solutions (PHFE) to continue the provision of support staff for HIV epidemiological studies for the period October 1, 2006 through June 30, 2007, at a total maximum obligation of \$825,910, offset by \$270,973 in federal funds, \$78,349 in State funds, and \$476,588 in net County cost, with provisions for 3 one-year automatic renewals through June 30, 2010, upon review and approval by County Counsel and the Chief Administrative Office of each project's scope of work and budget, offset by grant funds.
2. Delegate authority to the Directors of Public Health and Mental Health, or their designees, to offer and sign a temporary personnel services Agreement form, substantially similar to Exhibit I, with Maxim Staffing Solutions and/or PHFE Management Solutions, to provide for various temporary personnel services projects with various terms based on each project but effective overall no sooner than October 1, 2006 through June 30, 2007, with provisions for 3 one-year automatic renewals through June 30, 2010, upon review and approval by County Counsel and the Chief Administrative Office of each project's scope of work and budget, 100% offset by grant funding, at no net County cost.
2. Delegate authority to the Directors of Public Health and Mental Health, or their designees, to increase or decrease any approved temporary personnel services Agreement form's budget in an amount not to exceed 25% of the original maximum obligation of each temporary personnel services project, contingent upon the availability of grant funds and upon review and approval of County Counsel, Chief Administrative Office, and notification of the Board offices.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

Department of Public Health (DPH):

Since 1991, the HIV Epidemiology Program has had funding (and continues to have) from the Centers for Disease Control and Prevention (CDC) to conduct HIV epidemiological studies, which are not concluded yet. Approval of the recommended action with PHFE will allow for the continuation of support staff for HIV/AIDS Surveillance services. Staff include, but are not limited to, the following: Medical Records Abstractor, Field Research Coordinator, Research Interviewers, Research Assistant, Outreach Worker, Research Analysts, and Surveillance Assistant and Data Entry Clerks.

DPH is requesting approval to offer and sign a temporary personnel services form Agreement with two providers, Maxim Staffing Solutions and PHFE Management Solutions, who were selected from a solicitation process completed on August 15, 2006 for temporary personnel services to meet various Department program needs requiring varying terms and funding. Available projects will be entered into throughout the term of the Agreement, depending on the needs of the Department. Each temporary personnel services agreement form would be effective upon execution by the parties for a selected temporary personnel services project until completion or through June 30, 2010, whichever is sooner, upon review and approval by County Counsel, Chief Administrative Office, and notification of the Board offices.

The DPH receives various grants which provide for and require temporary personnel services to support Department short-term and/or long-term projects which may require grant-mandated venue-based surveillance, epidemiological studies, behavioral characterization and prevention activities.

Department of Mental Health (DMH):

Further, DMH, which will also have access to use the temporary personnel services agreement form, has occasionally been in need, during a Federal Emergency Management Agency (FEMA) grant emergency, to hire temporary mental health clinicians and temporary administrative, payroll, and fiscal support for provision of disaster mental health services and administrative management of these functions. DMH has requested to utilize the temporary personnel services agreement form for these FEMA emergencies to facilitate an immediate response to these emergencies.

FISCAL IMPACT/FINANCING:

DPH:

The total maximum obligation for PHFE Management Solutions for the HIV Epidemiological studies for the period October 1, 2006 through June 30, 2007, will be \$825,910, offset by \$270,973 in Federal funds, \$78,349 in State funds, and \$476,588 in net County cost.

Actual cost for other Agreement forms to be entered into to be dependent upon availability of future Federal and/or State grant funding provided for each project and as dictated by grantor.

Funding is included in the Fiscal Year 2006-07 Final Budget and will be requested in future fiscal years.

DMH:

Actual cost to be dependent upon FEMA grant funding provided for each FEMA emergency and as dictated by grantor.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

For many years, the County has accepted financial assistance from the Federal and State entities to support many varied Public Health programs such as HIV epidemiology and surveillance, Tuberculosis surveillance, sexually transmitted disease, immunization, bioterrorism, etc. These grants have occasionally included both the award of grant funds (financial assistance) and the assignment of Federal government personnel for other resources in lieu of cash (direct assistance).

Since 1991, the Board has approved an Agreement and Amendments for the provision of temporary personnel services for the HIV Epidemiology program for hard-to-recruit positions to conduct HIV surveillance studies mandated by the CDC. Approval of the Agreement with PHFE will allow for the continuation of support staff for HIV/AIDS Surveillance services.

In 2005, upon approval of Amendment No. 6 to an Agreement with Simpson and Simpson Business and Personnel Services for the HIV Epidemiology program, the Department was informed by County Counsel to conduct a solicitation process to select a new vendor for the temporary personnel services. At that time, the HIV Epidemiology program had informed us that funding from CDC would continue for this surveillance that they would need the new provider to immediately follow the expiration of the Simpson Agreement.

Approval of these actions will allow the County to continue expenditure of grant funding from Federal, State, and other grant funding sources for temporary personnel services for ongoing grant-mandated venue-based surveillance, behavioral characterization, prevention activities and other health related projects.

Temporary personnel services have continued to be utilized only for the most critical and hard-to-recruit Department functions which County employees and County re-employment list personnel are unable to provide.

Both DPH and DMH have determined that the agreement form is not a Proposition A contract and is, therefore, not subject to Living Wage requirements.

Attachment A provides additional information.

County Counsel has reviewed and approved Exhibit I as to use and form.

CONTRACTING PROCESS:

On June 9, 2006, a Letter of Proposal was released, utilizing the DHS Website, newspapers, and program office referrals. Proposals were received by the deadline date of July 6, 2006, from two providers, Maxim Staffing Solutions, Inc. and PHFE Management Solutions. The Evaluation Committee selected both contractors as qualified contractors for this program.

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IMPACT ON CURRENT SERVICES (OR PROJECTS):

Current Agreement with Simpson and Simpson, Inc., which provides temporary personnel services staff to HIV/Epidemiology Projects expires on September 30, 2006 and current projects will need to be staffed as supported by continued funding from the Federal, State, and other grant funding sources.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



 Jonathan E. Fielding, M.D., M.P.H.
Director of Public Health and Health Officer

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Attachments

cc: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Department of Mental Health

SUMMARY OF AGREEMENTS1. TYPE OF SERVICE:

Grant-funded temporary personnel services.

2. AGENCY NAMES AND CONTACT PERSONS:

Maxim Staffing Solutions
1515 190th Street, Suite 165
Gardena, California 90248
Contact: Mr. Julian Mitchell,
Regional Controller
Telephone: (310) 771-0655
Fax: (310) 768-2795

PHFE Staffing Solutions
13200 Crossroads Pkwy. North, Suite 135
City of Industry, California 91746
Contact: Mr. Gerald R. Solomon
President and CEO
Telephone: (562) 699-7320
Fax: (562) 692-6950

3. TERM:

The term for the PHFE Agreement will be October 1, 2006 through June 30, 2007, with provisions for 3 one-year automatic renewals through June 30, 2010, upon review and approval of County Counsel and Chief Administrative Office of revised budgets and scopes of work and notification of Board offices.

Term(s) based on each temporary personnel services project, but effective overall no sooner than October 1, 2006 through June 30, 2007, with provisions for 3 one-year automatic renewals through June 30, 2010.

4. FINANCIAL INFORMATION:DPH:

The total maximum obligation for PHFE Management Solutions for the HIV Epidemiological studies for the period October 1, 2006 through June 30, 2007 will be \$825,910, offset by \$270,973 in Federal funds, \$78,349 in State funds, and \$476,588 in net County cost.

Actual cost for other Agreement forms to be entered into to be dependent upon availability of future Federal and/or State grant funding provided for each project and as dictated by grantor.

DMH:

Actual cost to be dependent upon Federal and/or State grant funding provided for each FEMA emergency and as dictated by grantor.

5. GEOGRAPHIC AREA SERVED:

Countywide.

6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

John Schunhoff, Ph.D., Acting Chief Deputy.

7. APPROVALS:

Public Health: John F. Schunhoff, Ph.D., Chief Deputy

Contracts and Grants Division: Gary Izumi, Acting Chief

County Counsel (as to form): Robert Ragland, Deputy County Counsel

EXHIBIT I

Contract No. _____

TEMPORARY PERSONNEL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2006,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),

and _____
(hereafter "Contractor").

WHEREAS, pursuant to the provisions of Section 101025 of the California Health and Safety Code, the County's Board of Supervisors have been given the duty to preserve and protect the public's health; and

WHEREAS, California Health and Safety Code Section 101000 requires County's Board of Supervisors to appoint a County Health Officer, who is also the Director of County's Department of Public Health ("DPH"), to prevent the spread or occurrence of contagious, infectious, or communicable diseases within the jurisdiction of County; and

WHEREAS, California Welfare and Institutions Code Section 5600 et seq. requires County's Board of Supervisors to appoint a local Director of Mental Health Services, who is also the

Director of County's Department of Mental Health, to provide services related to the prevention, diagnosis, and treatment of mental disorder.

WHEREAS, pursuant to the provisions of section 1451 of the California Health and Safety Code and section 31000 of the California Government Code, County finds that the services to be provided hereunder are not immediately available at DPH program offices and other related health facilities (e.g. Department of Mental Health facilities), all hereafter "County facilities". and that such services are necessary for the needs of the sick or injured patients to be served; and

WHEREAS, the DPH has determined that existing staff of County Programs do not have sufficient manpower, that it is difficult to recruit personnel to perform the services hereunder, and that the services to be provided hereunder either are of a specialized, professional and temporary nature or of an as needed, intermittent nature; and

WHEREAS, the DMH may also have a need for qualified temporary mental health clinicians and administrative staff or as needed personnel and may request Contractor's services hereunder as required by the Federal Emergency Management Agency ("FEMA") for Federal mandated emergencies.

WHEREAS, the DPH and DMH receive a number of grants to support health related services conducted by their individual County programs in which the grantor is willing to fund temporary personnel, to assist in providing service as related to the grant which many times requires immediate startup; and

WHEREAS, the term "Director" as used herein refers to the County's Director of DPH or DMH, or their authorized designees (hereafter jointly referred to as "Director"); and

WHEREAS, County is authorized by Government Code Section 53703 et seq., to do all acts necessary to participate in any federal program whereby federal funds are granted to County for purposes of health, education, welfare, and other public services, and

WHEREAS, Contractor is qualified and licensed under the laws of the State of California to engage in the business of providing temporary and as needed personnel to County Programs, and Contractor's personnel are qualified to perform the services described herein; and

WHEREAS, Contractor is willing to provide the services described herein for and in consideration of the payments provided under this Agreement and under the terms and conditions hereinafter set forth; and

WHEREAS, Contractor agrees to abide by the requirements of the funding source and all regulations issued pursuant thereto; and

WHEREAS, it is the intent of both parties that upon execution of this Agreement, any prior agreement between the parties shall be superseded; and

WHEREAS, pursuant to Section 31000 of the California Government Code and Los Angeles County Code Chapter 2.121, County is authorized to contract for these services.

NOW, THEREFORE, in consideration of the promises and covenants hereafter contained, the parties hereto agree as follows:

1. TERM AND TERMINATION: The term of this Agreement shall commence on October 1, 2006 and shall continue in full force and effect to June 30, 2007, with provision for three (3) one (1) year automatic renewals through June 30, 2010. Except as otherwise set forth below, this Agreement may be terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days' advance written notice thereof to the other. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder.

Director may terminate this Agreement immediately if Contractor, or any of its officers, employees or agents, including its independent contractors, fail to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant hereto.

Director may also terminate this Agreement immediately if Contractor, its officers, employees or agents, including its independent contractors, engage in, or if Director has reasonable justification to believe that Contractor, or such employees or agents, including Contractor's independent contractors, may be engaging in a course of conduct which poses an imminent danger to the life or health of County patients.

County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

Immediate termination hereunder shall be effected by delivery to Contractor of a written "Notice of Immediate Termination" which shall be effective upon Contractor's receipt of such "Notice of Immediate Termination".

2. DESCRIPTION OF SERVICES: Contractor agrees to provide temporary personnel services, upon the request and qualification of Contractor's temporary personnel services plan and staff, at

the Director's sole discretion, the personnel items as described in, but not limited to, the Exhibit "A", Description of Services, attached hereto and incorporated herein by reference.

Upon Contractor's qualification by Director for temporary personnel services, a Contractor will be sent a finalized approved project budget and scope of work detailing the total cost, the scope of work required and the term of the project approximately 1 (one) month in advance (unless determined as an emergency as DMH FEMA emergencies described hereinbelow) of the necessary start-up date to facilitate recruitment. The DMH's FEMA emergencies must be responded to immediately upon being qualified by Director and receiving the project budget and scope of work to meet Federal emergency.

3. MAXIMUM OBLIGATION: Each project temporary personnel services maximum obligation will be determined according to the needs of the project being funded. At such time that services are requested for a grant-funded project for either Department of Public Health or Department of Mental Health, a contractor will be sent a project budget (utilizing twenty-five percent (25%) employee benefit rate to facilitate required health and dental insurance coverage for employees, and ten percent (10%) indirect cost rate as agreed by contractors) and scope of work detailing

the costs, the scope of work required and term of the project at least one (1) month in advance of the start-up date.

4. BILLING AND PAYMENT: All billings by Contractor for services provided pursuant to this Agreement shall be in accordance with the terms, conditions and rates set forth in each individual program request, as needed, and agreed upon by all parties.

In any event, Contractor agrees to directly bill the DPH or DMH, for any temporary personnel services performed for the DPH or DMH, at billing locations as listed on Exhibit "B", Service Departments, attached hereto and incorporated herein by reference.

5. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are appropriated from federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding

changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed fifteen percent (15%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer ("CAO"). If the increase or decrease exceeds fifteen percent (15%) of the applicable County maximum obligation, approval by the County's Board of Supervisors shall be required. Any such changes in any County maximum obligation shall be effected by an amendment to this Agreement pursuant the ALTERATION OF TERMS paragraph to this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times

during each County fiscal year as determined by Director. At least fifteen (15) days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, the Director or County's Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF

TERMS paragraph to this Agreement.

6. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, and that County has, or intends to enter into, contracts with other providers of said services.

7. CONTRACTOR RESPONSIBILITIES:

A. Business License: Contractor shall provide evidence that it has, for a minimum of three (3) years, been in business as a provider of the temporary and as-needed personnel services described in this Agreement. Prior to the execution of this Agreement, Contractor shall provide the DPH or DMH, Contracts and Grants Division, and/or County Program requesting temporary personnel services as appropriate with a copy of its current business license(s) and appropriate Employer Identification Number.

B. Prohibition Against the Utilization of County-Employed Personnel: Contractor shall not utilize any current County-employed personnel (whether full-time or part-time) for the provision of services pursuant to this Agreement. Further, Contractor shall not utilize any former County-employed personnel (whether full-time or part-time)

for the provision of services pursuant to this Agreement, unless such former County-employed personnel have terminated their County employment at least three (3) months prior to working for Contractor, or unless County has terminated the employment of such former County-employed personnel because of County budget reductions.

Failure to comply with the requirements set forth in this Paragraph shall constitute a material breach of this Agreement upon which County may, at its sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

C. Recruitment:

(1) Contractor shall screen all personnel prior to Referring such personnel to County to assure that such personnel meet the professional qualifications described in this Agreement.

(2) Contractor shall verify, prior to referring its personnel to County, that all such persons have a current California license or certificate, and any other

licenses and/or certifications required by law.

Documentation that Contractor has verified the current status of, or a photocopy of, all such licenses and/or certifications shall be retained by Contractor for purposes of inspection and audit and shall be made available to County upon request.

Failure to comply with the requirements of this Paragraph, as determined by a County audit/compliance review, shall constitute a material breach of this Agreement upon which County shall give Contractor written "Notice of Material Breach". If such breach is not cured within ten (10) business days following the giving of such "Notice of Material Breach", or reasonable steps not undertaken by Contractor to cure such default within a reasonable time, then County may, at its sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time. If Contractor refers an individual who lacks the appropriate licenses and/or certifications, and County

inadvertently utilizes the services of such person, County shall not pay for the time worked by that individual.

(3) Occasionally County may refer highly qualified previously trained personnel to Contractor for hiring for the project, who will be required as any other recruited personnel to meet qualifications as detailed in Paragraph 8, TEMPORARY PERSONNEL'S PROFESSIONAL QUALIFICATIONS, of this Agreement.

(4) Contractor shall provide County Program, forty-eight (48) hours upon first referring its personnel for services hereunder, with a copy of all current licenses, credentials, and/or certifications, as appropriate, for each such person.

(5) If Contractor recruits out-of-state personnel to provide services hereunder, Contractor shall assure that all such personnel meet the licensing and/or certification requirements set forth by the State of California for their professional specialty. Documentation that Contractor has verified the current status of all such licenses and/or certifications shall be retained by Contractor for purposes of inspection and

audit and shall be made available to County upon request.

Failure to comply with the requirements of this Paragraph, as determined by a County audit/compliance review, shall constitute a material breach of this Agreement upon which County shall give Contractor written "Notice of Material Breach". If such breach is not cured within ten (10) business days following the giving of such "Notice of Material Breach", or reasonable steps not undertaken by Contractor to cure such default within a reasonable time, then County may, at its sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

If Contractor refers an individual who lacks the appropriate licenses and/or certifications, and County inadvertently utilizes the services of such person, County shall not pay for the time worked by that individual.

(6) Contractor shall, at no cost to County, make all travel arrangements to and from Los Angeles, California, and shall be responsible for providing, or arranging for, housing for such out-of-state recruited personnel.

D. Infection Control: If any of Contractor's personnel are diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to County Facility's Infection Control Department within twenty-four (24) hours of becoming aware of the diagnosis.

If a County patient is diagnosed with having an infectious disease, and such County patient has had contact with Contractor's personnel during the usual incubation period for such infectious disease, County Facility, as shall report such occurrences to Contractor.

For purposes of this Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases.

E. Physical Examination: Contractor shall ensure that each person who performs patient care services under this

Agreement is examined by a California licensed physician or other licensed medical practitioner such as physician assistants and nurse practitioners on an annual or biannual basis, as required by the Joint Committee on the Accreditation of Healthcare Organizations (JCAHO) and Section 70723, Title 22, California Code of Regulations.

Contractor shall provide County, upon request, with evidence that each of its personnel is free of infectious/contagious disease(s) which would interfere with the person's ability to perform services hereunder or which could be transmitted in the work place, that each such person is immunized against common communicable diseases, that each such person has received an initial chest x-ray, an annual TB skin test or TB symptoms evaluation or periodic chest x-ray, a measles (Rubeola) and Rubella antibody titer demonstrating immunity and/or vaccination, and that each such person has been offered a Hepatitis B antibody titer demonstrating immunity and/or vaccination. In those instances where persons have no demonstrated Hepatitis B immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon request.

Written certification that such person is free of

infectious disease(s), has been tested and/or vaccinated as required above, and physically able to perform the duties described herein shall be retained by Contractor for purposes of inspection and audit and made available to County upon request. Contractor personnel provided under this Agreement must have completed the above tests prior to performing any work under this Agreement.

F. DPH or DMH Risk Management Information Handbook:

Contractor's personnel assigned to County programs hereunder shall be required to read and sign a statement that he/she has read the DPH Risk Management Information Handbook regarding DPH malpractice policies and medical protocols prior to providing services under this Agreement.

G. Risk Management Program/Loss Prevention Plan:

Contractor shall provide Director with a copy of its risk management and/or loss prevention plan. If Contractor does not have a risk management and/or loss prevention plan, Director will assist Contractor in developing such a plan. Contractor shall also implement a dual notification requirement to ensure that both Contractor's Risk Manager and County's Risk Manager are promptly notified of any potential risk exposure arising from the acts or omissions

of Contractor's personnel performing services hereunder.

H. Background and Security Investigations: All Contractor personnel performing services under this Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of Contractor, regardless of whether Contractor's personnel passes or fails the background clearance investigation.

8. TEMPORARY PERSONNEL'S PROFESSIONAL QUALIFICATIONS:

A. Licenses, Registrations and Certificates:
Contractor-referred personnel providing services hereunder must have a valid and current California State license, registration or certificate, as appropriate, and must carry their current, original State license, registration or certificate (not a copy) at all times.

Each County Facility, shall verify the current status of all licenses and/or certificates of all temporary personnel referred by Contractor.

County Facility may refuse utilization of any of Contractor's personnel if the above information is not provided in accordance with this Paragraph.

In the event County inadvertently utilizes a person who lacks the appropriate licenses, registrations and/or certificates, County shall not pay for any time worked by that individual.

B. Joint Commission on the Accreditation of Healthcare Organization (JCAHO) Standards: Contractor-referred personnel shall meet all JCAHO requirements established for each discipline with respect to licensure, certification, registration, continuing education and in-service education.

9. PROHIBITION AGAINST COUNTY RECRUITMENT AND HIRING OF CONTRACTOR'S PERSONNEL: It is not County's intent to utilize this Agreement to solicit or recruit Contractor's personnel to County employment. Contractor understands, however, that notices regarding available positions are posted in conspicuous locations at County Facilities and that the County Facilities cannot restrict access by Contractor-referred personnel to such information.

In the event any personnel referred by Contractor hereunder express interest in County employment and County Facility desires

to recruit such individual, County Facility shall give reasonable notice of such fact to Contractor.

10. PROHIBITION AGAINST THE RECRUITMENT OF COUNTY EMPLOYEES: Except as may otherwise be expressly stated to the contrary herein, Contractor, and Contractor's employees, officers, agents independent contractors shall not hire, recruit, attempt to recruit, or cause to be recruited, any County employee to become an employee of Contractor, while Contractor, its employees, officers, agents, or independent contractors are at a County Facility.

Any such attempted hiring or recruitment of any County employee by Contractor, its employees, officers, agents, independent Contractors shall constitute a material breach of this Agreement upon which County shall immediately terminate this Agreement.

11. GENERAL CONDITIONS:

A. Contractor shall make a reasonable effort to provide the services of a specific individual when initially requested to do so by County program.

B. While at a County program, Contractor's personnel shall report to the County Program Administrator or his/her authorized designee.

C. Contractor shall maintain a system for evaluating in writing the performance of its personnel at regular intervals, but not less than annually. A copy of such evaluation shall be maintained by Contractor and shall be made available to County upon request for purposes of inspection and audit.

D. Contractor shall immediately remove any of its personnel from the provision of services hereunder upon receipt of oral or written notice from County program that the actions of such person may adversely affect the delivery of health care services or such person does not meet the productivity requirements and performance standards of County program.

In such cases, Contractor shall bill County for the actual hours (rounded up to the nearest half-hour) worked by said individual prior to his/her removal.

E. County program may refuse any individual whom either has previously requested to be removed from the provision of services.

F. Contractor's management shall be available by phone and to meet with County program staff within a reasonable time after notification by such County program.

G. Contractor's personnel who agree to perform services hereunder understand that while case requirements may be more difficult, a workload shall not be in excess of a workload of a County employee.

H. For Contractor personnel assigned to a County program, such personnel shall sign in and out on daily time sheets, consistent with the policy of the County program. A copy of the daily time sheets shall be sent (or faxed) to Contractor weekly.

I. County program may require Contractor's personnel to use County program issued pagers during their employment period or shift. The pagers will be provided by County program and Contractor's employee(s) will be required to sign for receipt of such pagers at the beginning of assignment and be required to return the pagers to County program at the end of their work period, shift or termination, as determined by County program. County program shall establish the procedures for issuing and maintaining records of the pagers. Contractor shall be accountable for pagers while they are assigned to Contractor's personnel and Contractor shall be responsible for the replacement cost for lost or stolen or damaged

paggers at the fair market value as determined in the sole discretion of County's Internal Services Department at the time of incident. Such value shall be deducted from Contractor's next scheduled billing period from the time of incident. The fair market value shall not be less than Sixty Dollars (\$60) and shall not exceed the fair market value at the time of incident.

J. Contractor shall establish appropriate policies and procedures regarding initial and follow-up procedures for Contractor personnel who experience an industrial accident (e.g., needle sticks) while providing services pursuant to this Agreement. In the event one of Contractor's assigned personnel receives a needle stick while performing services hereunder, such person's medical care shall be at Contractor's expense. Follow-up for Contractor personnel exposed to HIV positive patients must be in accordance with Federal Centers for Disease Control guidelines and is the responsibility of Contractor and the individual.

Contractor shall give each employee and/or independent contractor providing services hereunder written instructions on the above policies and procedures, to be reviewed on an annual basis.

A copy of the above policies and procedures shall be retained by Contractor and made available to County upon request for purposes of inspection and audit.

K. Contractor shall maintain and update not less than annually a skills inventory for each professional and para-professional providing services pursuant to this Agreement.

12. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture or association, as between County and Contractor. The employees or agents, including independent contractors, of Contractor shall not be construed to be the employees or agents of County for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes, or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons, whether employees of Contractor or independent contractors to Contractor, furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, not the responsibility of County. Contractor shall bear the sole responsibility and liability for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or behalf of Contractor pursuant to this Agreement.

D. Contractor shall inform all of its employees and independent contractors who may provide services under this Agreement in writing of the provisions of this Paragraph. A copy of such written notice shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

13. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts

and/or omissions arising from and/or relating to this Agreement.

14. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Public Health, Contracts and Grants Division, 313 North Figueroa Street, 6th Floor West, California 90012, and DMH, (only if DMH project), 550 South Vermont Avenue, Fifth Floor, Los Angeles, California 90020, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be

given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administration, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A. M. Best rating of not less than A:VII, unless

otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents Claims or Suits:

Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which Occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the

right to obtain copies of evidence of subcontractor insurance coverage any time.

15. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance: (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 Million

Products/Completed Operations

Aggregate: \$1 Million

Personal and Advertising Injury: \$1 Million

Each Occurrence: \$1 Million

B. Automobile Liability Insurance (written on ISO policy form CA 00 02 or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than

the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

D. Professional Liability: Insurance covering liability from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year (2) reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

16. CONTRACTOR'S OFFICES: Contractor's business offices are located at _____. Contractor shall notify in writing County's Department of Public Health, Contracts and Grants Division, 5555 Ferguson St., Commerce, California _____, of any change in its business address at least ten (10) working days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's Department of Health Services, Contracts and Grants Division, in writing detailing such changes at least thirty (30) calendar days prior

to the effective date thereof. Contractor understands that changes in its corporate or legal status may require County consent if Agreement is to remain effective.

17. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions contained therein are part of this Agreement.

18. NOTICES: Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, registered or certified, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by providing at least ten (10) calendar days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

1. Department of Public Health
Contracts and Grants Division
313 N. Figueroa St., 6th Floor West
Los Angeles, California 90012 _____

Attn: Division Chief

2. Department of Mental Health
Contracts and Grants Division
550 South Vermont Avenue, Fifth Floor
Los Angeles, California 90020

Attn: Division Chief

B. Notices to Contractor shall be addressed as follows:

Attn: Chief Executive Officer

IN WITNESS WHEREOF, the Board of Supervisors of the County
of Los Angeles has caused this Agreement to be subscribed by its

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Director of Public Health, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

Contractor

By _____
Signature

Printed Name

Title _____
(Affix Corporate Seal)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
Raymond G. Fortner, Jr.
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Gary Izumi, Acting Chief
Contracts and Grants Division

**EXHIBIT A (SCOPE OF WORK) AND
BUDGETS (SCHEDULES I THROUGH IX)
ARE ATTACHMENTS TO
PHFE MANAGEMENT SOLUTIONS AGREEMENT
ONLY**

EXHIBIT A

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH PERSONNEL CONTRACT STAFF, HIV EPIDEMIOLOGY PROGRAM

SCOPES OF WORK and Monthly Salaries, by Grant (Cost Center)

SERVICES TO BE PROVIDED: Contractor shall provide the HIV Epidemiology Program (HEP) with supplies and personnel to augment County's staff in programs that are grant funded or Net County cost and requires temporary staff that are difficult for the County to recruit and hire in a timely manner. All such personnel shall be provided to:

A. Surveillance and Seroepidemiology Grant (Cost Center 3584)

- *National HIV Behavioral Surveillance (October 2006 through December 31, 2007)*
 1. **(1) Field Research Coordinator:** 1) supervise team of contract research interviewers; 2) coordinate community-based agencies to construct the sampling frame of recruitment venues; 3) prepare monthly sampling calendars; 4) supervise implementation of data and blood collection protocols; 5) direct communications with the study Epidemiologist and the Centers for Disease Control and Prevention to enhance successful conduct of the surveillance system; 6) conduct all of the interviewing and recruitment duties for the quantitative data collection; and 7) conduct pre- and posttest HIV counseling and testing on survey participants; provide referrals for medical and social services to participants; conduct data collection at various venues during late-night and weekend hours. **(Monthly: \$4,178)**
 2. **(3) Research Interviewers:** will perform all interviewing, recruitment, and HIV testing duties for the quantitative data collection of the National HIV Behavioral Surveillance and Partner Study projects. These Interviewers will collect quantitative data on hand-held PDAs and will collect specimens for HIV testing from participants of the project. The Research Interviewers will be expected to continue to collect these data according to a flexible schedule including evening and weekend hours in a variety of field settings. They will report directly to the Field Research Coordinator and will participate in formative research activities, community meetings, quality assurance activities, CDC conference calls, and staff meetings. **(Monthly: \$2,788)**
- *The American Indian Study (October 1, 2006 through December 31, 2006)*
 1. **(1+.5) Research Interviewer:** perform all of the interviewing and recruitment duties for the quantitative data collection phase for up to 500 participants enrolled in the National HIV Behavioral Surveillance among Native Americans and Alaska Natives in Los Angeles County. These Interviewers will collect quantitative data on hand-held PDAs from participants recruited by respondent-driven sampling methods. The Research Interviewers will be

indigenous to the target population or otherwise highly experienced in working with American Indian and/or Alaska Natives. They will be expected to collect these data according to a flexible schedule including evening and weekend hours. They will provide HIV risk reduction counseling, referrals to medical and social support services, and conduct some formative research with members of the Native population of men who have sex with men (MSM) and women at risk of HIV infection. They will report directly to the Epidemiologist and take part in quality assurance activities, CDC conference calls, and staff meetings. **(Monthly: \$2,500)**

B. Enhanced Perinatal Surveillance (Cost Center TBA) (October 1, 2006 thru December 31, 2008)

- C. **(1) Medical Records Abstractor:** 1) assist in the reporting of prevalent and incident cases of HIV-infected and HIV-exposed children diagnosed or delivered at various medical care facilities throughout LAC; 2) review of medical records and abstraction of pertinent information to complete Enhanced Perinatal Surveillance forms; 3) assist with contacting laboratories and health care providers to obtain missing information, and responding to inquiries regarding pediatric HIV/AIDS surveillance; 4) conduct other surveillance duties such as data entry, data transfer, participating in CDC-sponsored conference calls, attending relevant training for HIPAA regulations and ensuring that surveillance practices are consistent with security and confidentiality standards. **(Mthly: \$3,123)**

D. Atypical HIV Strains Study (Cost Center 3587) (October 1, 2006 thru September 30, 2009)

- E. **(.5) Research Assistant:** Function as the liaison between the local and CDC laboratories. Under the direction of the Principal Investigator, he will be responsible for processing serum and Dried Fluid Spot specimens for storage and subsequent shipping to the Stanford Laboratory and CDC. In addition to specimen preparation, storage, database management and shipping, this employee will be responsible for recruiting additional medical providers into the network of providers participating in variant, atypical and resistant HIV surveillance. **(Monthly: \$2,750)**

F. Special Projects of National Significance (Cost Center 3564) (Oct 06- Aug 08)

- G. **(1) Outreach Worker:** Conduct targeted venue-based recruitment of potential study participants; 2) assess recruits for eligibility to participate in the study according to criteria identified in the study protocol; 3) obtain informed consent from study participants; 4) administer study questionnaire using standardized research interview procedures; 5) enter questionnaire data into an electronic database; 6) conduct HIV counseling and testing according to established protocols; 7) refer participants who test positive for HIV to case management; and 8) provide general administrative support specific to the SPNS project. **(Monthly: \$3,103)**

H. UARP Social Support Project (Cost Center 3565) (October 06 thru Feb 2009)

- I. (2) Research Analysts:** recruiting 700 eligible participants from the three study sites; administering informed consent and the study instrument over a two-year period. They will be trained by the study project coordinator in interviewing and recruitment techniques and IRB rules. The Research Analysts will also provide support to the Project Coordinator in the development of study databases; data entry and database management. The Research Analysts will be the primary liaison to the study sites. At least one of these positions will be bilingual in Spanish and English. (Mthly: \$3,100)

J. Core Surveillance (Net County Cost) (October 2006 through June 30, 2007)

- 1. (6) Medical Records Abstractors:** 1) review medical records and abstract pertinent information to complete a case report on HIV and AIDS cases diagnosed at various medical care facilities throughout Los Angeles County; 2) assist with contacting laboratories and health care providers to obtain missing surveillance information; 3) respond to inquiries regarding HIV/AIDS surveillance; 4) assist with conducting investigation of cases of epidemiologic significance; 5) provide training/surveillance information when necessary; and 6) assist with other surveillance duties as assigned. Services shall be consistent with laws, regulations, and the Los Angeles County code. (Mthly: \$3,134)
- 2. (1) Surveillance Assistant:** 1) assist with the resolution of duplicate HIV and AIDS cases (monthly and quarterly lists); 2) review monthly TB co-infected lists and distribute unreported cases to staff for follow-up; 3) contact health care providers for HIV/AIDS case reporting and to obtain missing surveillance information; 4) provide training/surveillance information to health care providers; 5) contact laboratories to obtain missing information and provide training/surveillance information when necessary; 6) distribute pending work to staff for follow-up; 7) review HIV/AIDS case report forms for completeness and accuracy; 8) respond to inquiries regarding HIV/AIDS surveillance; and 9) assist with other surveillance duties as assigned. Services shall be consistent with laws, regulations, and the Los Angeles County code. (Mthly: \$3,501)
- 3. (3) Data Entry Clerks:** These positions will be responsible for data entry of HIV/AIDS cases reported by field staff and laboratory reports reported non-electronically. These positions will be used to: 1) sort incoming case report forms and lab tests and file completed forms; 2) assign cityno; 3) distribute pending case report forms; 4) enter completed cases and laboratory test reports; 5) match and delete duplicates; 6) review entered cases for quality check; 7) correct/update entered cases; and 8) respond to calls from field staff for case searches. (Mthly: \$2,451)
- 4. (1) Senior Data Entry Clerk:** This position will be responsible for the administration and management of data entry activities including the allocation of cases, monitoring the paper flow of completed cases and

laboratory tests, implement data quality control procedures, and training and supervising temporary data entry staff. (Mthly: \$2,716)

5. **(3) Research Analyst:** These positions will: 1) process electronically reported lab tests and case reports reported electronically; 2) assist in the outreach and follow-up with laboratories to ensure the completeness of laboratory test reporting; 3) assist in the National Death Index match; 4) provide technical support to data entry and clerical personnel in activities such as data entry, decoding, case interpretation, file transfer and other HIV reporting-related issues in need of resolution; 5) assist in the collection of electronic case lists from major sites and use SAS programs and ACCESS to filter out previously reported cases; 6) provide case lists for investigation to field staff sorted by site, report type (HIV vs. AIDS), and NIR status; 7) prepare summary progress reports of HIV reporting activities; and 8) evaluate and control the quality of HIV/AIDS surveillance data such as the cross checking between lab tests and case report data and between hospital data and surveillance data, the validation of non-name codes, and evaluation of accuracy, timeliness, and report completeness. (Mthly: \$3,678)
6. **(.5+.5) Research Analyst Trainee:** These positions will assist with projects that require more computer skills and understanding of epidemiological methods. These positions will assist in designing and implementing data entry evaluation studies such as a 20% random check of both HIV and AIDS cases for quality control, and transforming geographic data such as zip code, health district, and census tract. These positions will also be used to administrate the database containing the health care provider and laboratory contact information so that efficient follow-up can be maintained. (Mthly: \$2,364)

SCHEDULE I

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
HIV EPIDEMIOLOGY PROGRAM
ENHANCED PERINATAL SURVEILLANCE (Grant No. U62/CCU923576)
PHFE
October 1, 2006 - December 31, 2006**

	<u>Annual</u> <u>Salary</u>	<u>Monthly</u> <u>Salary</u>	<u># of</u> <u>Pos</u>	<u>Time</u>	<u>Months</u>	<u>Final</u> <u>Budget</u>
I. Personnel						
Medical Records Abstractor	\$37,584	\$3,132	1	100%	3	9,396
Total Salaries						<u>9,396</u>
Employee Benefits @ 25%						<u>2,349</u>
Total Personnel						\$11,745
II. OPERATING EXPENSES						
Mileage/Parking						482
Total Contractual						12,227
IV. INDIRECT COSTS						
Indirect Costs at 10% of total contractual						<u>\$1,223</u>
V. TOTAL REQUEST						\$13,450

SCHEDULE II

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
HIV EPIDEMIOLOGY PROGRAM
ENHANCED PERINATAL SURVEILLANCE (Grant No. U62/CCU923576)
PHFE
January 1, 2007 - June 30, 2007**

	Annual Salary	Monthly Salary	# of Pos	Time	Months	Final Budget
I. Personnel						
Medical Records Abstractor	\$37,584	\$3,132	1	100%	6	18,792
Total Salaries						<u>18,792</u>
Employee Benefits @ 25%						<u>4,698</u>
Total Personnel						\$23,490
II. OPERATING EXPENSES						
Mileage/Parking						963
Total Contractual						24,453
IV. INDIRECT COSTS						
Indirect Costs at 10% of total contractual						<u>\$2,445</u>
V. TOTAL REQUEST						\$26,898

SCHEDULE III

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
HIV EPIDEMIOLOGY PROGRAM
BEHAVIORAL SURVEILLANCE OF AMERICAN INDIANS AT RISK FOR HIV/AIDS
Grant No. U62/CCU923576**

**PHFE
October 1, 2006 - December 31, 2006 ***

	<u>Monthly Salary</u>	<u>Time</u>	<u># of Pos</u>	<u>Months</u>	<u>Total Budget</u>
I. Personnel					
Full-Time					
Research Interviewer	\$2,500	100%	1	3	7,500
Part-Time					
Research Interviewer	\$2,500	50%	1	3	3,750
Total Salaries					11,250
Full Time Employee Benefits @ 25%					1,875
Part Time Employee Benefits @ 15%					563
Total Personnel					13,688
II. OPERATING EXPENSES					
Mileage					330
Total Operating Expenses					330
Total Contractual					14,018
IV. INDIRECT COSTS @ 10% of total contractual					1,402
V. TOTAL BUDGET					15,420

* Grant funding will terminate on December 31, 2006 and project will not continue in automatic renewal period.

SCHEDULE IV**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
HIV EPIDEMIOLOGY PROGRAM****UARP****Grant No. CH05-LAC-617****PHFE****October 1, 2006 - June 30, 2007**

	<u>Annual</u> <u>Salary</u>	<u>Monthly</u> <u>Salary</u>	<u># of</u> <u>Pos</u>	<u>Time</u>	<u>Months</u>	<u>Final</u> <u>Budget</u>
I. Personnel						
Research Analyst New	\$37,200	\$3,100	2	100%	9	55,800
Total Salaries						<u>55,800</u>
Employee Benefits @ 25%						<u>13,950</u>
Total Personnel						\$69,750
II. OPERATING EXPENSES						
Mileage/Parking						1,476
Total Contractual						71,226
IV. INDIRECT COSTS						
Indirect Costs at 10% of total contractual						<u>\$7,123</u>
V. TOTAL BUDGET						\$78,349

SCHEDULE V

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
HIV EPIDEMIOLOGY PROGRAM
MONITORING ATYPICAL HIV STRAINS IN LOS ANGELES COUNTY
Grant No. 1-UA1-PS000054-01
PHFE
October 1, 2006 - June 30, 2007**

	<u>Annual</u> <u>Salary</u>	<u>Monthly</u> <u>Salary</u>	<u># of</u> <u>Pos</u>	<u>Time</u>	<u>Months</u>	<u>Final</u> <u>Budget</u>
I. Personnel						
Research Assistant New	\$33,000	\$2,750	1	50%	9	12,375
Total Salaries						<u>12,375</u>
Part-time Employee Benefits @ 15%						<u>1,856</u>
Total Personnel						\$14,231
II. OPERATING EXPENSES						
Mileage/Parking						1,530
Total Contractual						15,761
IV. INDIRECT COSTS						
Indirect Costs at 10% of total contractual						<u>\$1,576</u>
V. TOTAL BUDGET						\$17,337

SCHEDULE VI

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
HIV EPIDEMIOLOGY PROGRAM**

SPNS: Outreach, Care, and Prevention to Engage HIV Seropositive Young MSM of Color

Grant No. H97HA03783

October 1, 2006 through June 30, 2007

PHFE

	<u>Annual</u> <u>Salary</u>	<u>Monthly</u> <u>Salary</u>	<u># of</u> <u>Pos</u>	<u>Time</u>	<u>Months</u>	<u>Final</u> <u>Budget</u>
I. Personnel						
Outreach Worker	\$37,236	\$3,103	1	100%	9	27,927
Total Salaries						<u>27,927</u>
Employee Benefits @ 25%						<u>6,982</u>
Total Personnel						34,909
II. OPERATING EXPENSES						
Mileage/Parking						723
Total Contractual						35,632
IV. INDIRECT COSTS						
Indirect Costs at 10% of total contractual						<u>3,563</u>
V. TOTAL REQUEST						\$39,195

SCHEDULE VII

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
HIV EPIDEMIOLOGY PROGRAM
NATIONAL HIV BEHAVIORAL SURVEILLANCE (Grant No. U62/CCU923576)
PHFE
October 1, 2006 - December 31, 2006**

I. PERSONNEL	Annual Salary	Monthly Salary	# of Pos	% of Time	# of Mos	Total Budget
Field Research Coordinator	\$50,136	\$4,178	1	100%	3	\$12,534
Research Interviewers	33,456	2,788	3	100%	3	\$25,092
Total Salaries						37,626
Employee Benefits @ 25%						9,407
Total Full-Time Personnel						<u>47,033</u>
II. OPERATING EXPENSES						
Mileage						250
Phlebotomy Training						1,200
Total Operating Expenses						<u>1,450</u>
Total Contractual						48,483
IV. INDIRECT COSTS						
Indirect Costs at 10% of total contractual						4,848
V. TOTAL BUDGET						<u>53,331</u>

SCHEDULE VIII

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
HIV EPIDEMIOLOGY PROGRAM
NATIONAL HIV BEHAVIORAL SURVEILLANCE (Grant No. U62/CCU923576)
PHFE
January 1, 2007 - June 30, 2007**

I. PERSONNEL	Annual Salary	Monthly Salary	# of Pos	% of Time	# of Mos	Total Budget
Field Research Coordinator	\$50,136	\$4,178	1	100%	6	\$25,068
Research Interviewers	33,456	2,788	3	100%	6	\$50,184
Total Salaries						75,252
Employee Benefits @ 25%						<u>18,813</u>
Total Full-Time Personnel						94,065
II. OPERATING EXPENSES						
Mileage						500
Phlebotomy Training						<u>1,200</u>
Total Operating Expenses						1,700
Total Contractual						95,765
IV. INDIRECT COSTS						
Indirect Costs at 10% of total contractual						<u>9,577</u>
V. TOTAL BUDGET						<u>105,342</u>

SCHEDULE IX

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
HIV EPIDEMIOLOGY PROGRAM
HIV SURVEILLANCE
PHFE**

**Net County Cost
October 1, 2006 - June 30, 2007**

	Monthly Salary	# of Pos	Time	Months	Total Request
I. Personnel					
Full-Time Personnel					
Medical Records Abstractor	3,134	6	100%	9	169,236
Surveillance Assistants	3,501	1	100%	6	21,006
Data Entry Clerk	2,451	3	100%	6	44,118
Senior Data Entry Clerk	2,716	1	100%	6	16,296
Research Analyst	3,678	3	100%	6	66,204
 Total Full Time Salaries					 316,860
 Research Analyst Trainee	2,364	2	50%	9	 21,276
 Employee Benefits @ 25% (full-time)					 79,215
Employee Benefits @ 15% (part-time)					3,191
Total Personnel					<u>420,542</u>
 II. OPERATING EXPENSES					
 Mileage/Parking					 9,720
Advertising (vacancy recruitment)					3,000
Total Operating Expenses					<u>12,720</u>
 Total Contractual					 433,262
 IV. INDIRECT COSTS @ 10% of total contractual					 43,326
 V. TOTAL BUDGET					 <u>\$ 476,588</u>

PHFE MANAGEMENT SOLUTIONS

ADDITIONAL PROVISIONS

TEMPORARY PERSONNEL SERVICES AGREEMENT

1. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director, or to authorized federal, State, County, and local governmental representatives, the right to review and monitor Contractor's program(s), policies, procedures, and financial and/or other records, and to inspect its business offices, facility(ies), and/or County work site area(s), for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Director upon request, an affidavit, sworn to and executed by Contractor's duly constituted officers, or Board of Directors, containing the following information with supportive documentation:

(1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, limited liability company ("LLC"), or corporation.

(2) Articles of Incorporation and By-Laws (or

articles of organization, certificate of formation,

certificate of registration, and operating agreement if Contractor's organization is a LLC).

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e., another legal entity or parent corporation).

(4) Board Minutes, or other legal documentation, identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with County. Such Board Minutes, or legal documentation, shall especially confirm that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement.

(5) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(6) If, during the term of this Agreement, the form

of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's authorized person to conduct business, make commitments, and enter into binding agreements with County changes; or Contractor's ownership of other businesses dealings with Contractor under this Agreement changes; Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor, including but not limited to, private contributions, if any. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If, during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes within thirty (30) calendar days prior to

the effective date thereof.

3. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental handicap, or in any manner on the basis of a client's sexual orientation in accordance with requirements of federal and State laws. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative

action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

In addition, Contractor's facility access for the handicapped must fully comply with section 504 of the federal Rehabilitation Act of 1973 and Title III of the federal Americans with Disabilities Act of 1990.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the federal Rehabilitation Act of 1973, the federal Americans with Disabilities Act of 1990, and all other federal and State laws, as they now exist or may hereafter be amended, that it, its affiliates, subsidiaries, or holding companies, will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color,